

ONE ORIGINAL AND SEVEN COPIES
OF THIS BID MUST BE SUBMITTED

Bidder submitting this Bid should check the appropriate box.

This is: ☐ The Original

This is: ☐ One of the Copies

THIS IS A TWO SIDED BID



Request for Proposal (RFP)

City of Columbus, Ohio

Purchasing Office
1st Floor, 50 West Gay Street
Columbus, Ohio 43215
614/645-8315

SOLICITATION NO.: SA 001031JY

Coop NO Ends Date

Years Left

CENTREX BILLING AUDIT AND TECHNICAL TELEPHONY ANALYSIS

(Item)

TECHNOLOGY

(Department)

TELECOMMUNICATIONS

(Division)

Bid Opening Date and Time (due date and time)

FEBRUARY 19, 2004 11:00AM, LOCAL TIME

PRE-BID CONFERENCE FEBRUARY 4, 2004 9:00M to 11:00AM, LOCAL TIME

NOTE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Federal I.D. No.

Contract Compliance No.

Contract Person

Phone No.

Fax No.

**FAILURE TO RESPOND MAY RESULT IN YOUR NAME BEING REMOVED FROM BID LIST.
RETURNING THIS PAGE ONLY MARKED "NO BID" COUNTS AS A RESPONSE.**

LEGAL NOTICE

PROFESSIONAL SERVICES Request For Proposal (RFP) Request for Statements of Qualifications (RFSQ)

Sealed proposals for the following item(s) will be received by the Purchasing Office at 50 West Gay Street, 1st Floor, Columbus, Ohio 43215, **until 11:00a.m. Local Time on FEBRUARY 19, 2004** and at that time will be publicly opened and read. Proposals received after the time of opening will be returned to the offeror unopened. The City will not be responsible for late mail or other deliveries.

FOR COPIES OF ANY OF THE FOLLOWING BID PROPOSAL CALL (614)645-7599

Each proposal shall contain the full name and address of every person, firm or corporation interested in the same, and if a corporation, the name and address of the President and Secretary.

EQUAL OPPORTUNITY CLAUSE:

Each responsive bidder shall submit, with its bid, a contract compliance certification number or a completed application for certification. Compliance with the provisions of Article 1, Title 39, is a condition of the contract. Failure to comply with this Article may result in cancellation of the contract.

WITHHOLDING OF INCOME TAX: All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Section 361.34 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

DELINQUENT PERSONAL PROPERTY TAX: All bidders are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if this contract is awarded to them, the successful bidder, prior to the time the contract is entered into, will submit to the City Auditor the affidavit required by said section of the Ohio Revised Code. Said affidavit, when filed with City Auditor, is thereby incorporated into and made a part of this contract and no payment shall be made with respect to this contract unless such statement has been so incorporated as a part thereof.

LOCAL CREDIT: For all contracts except professional service contracts: In determining the lowest bid for purpose of awarding a contract not exceeding \$20,000.00, a local bidder shall receive a credit equal to five percent (5%) of the lowest bid submitted by a non-local bidder. In determining the lowest bid for purposes of awarding a contract in excess of \$20,000.00, a local bidder shall receive a credit equal to one percent (1%) or \$20,000.00, whichever is less, of the lowest bid submitted by a non-local bidder. A local bidder is a person, corporation or business which (a) has listed its principal place of business as being located within the corporation limits of the City of Columbus or the County of Franklin in official documents filed with Secretary of State, State of Ohio, or a valid vendor's license which indicates its place of business is located within the corporation limits of the City of Columbus or County of Franklin.

JOEL S. TAYLOR
Finance Director

cc: CITY CLERK(2)/FINANCE DIR./BUYER/FISCAL OFFICER/FILE

CITY BULLETIN ADVERTISEMENT DATES
1.31.04

CONTACTS FOR INFORMATION CONCERNING THIS BID PROPOSAL

Solicitation No.: SA 001031JY

Title: CENTREX BILLING AUDIT AND TECHNICAL TELEPHONY ANALYSIS

Department/Division or Agency: TECHNOLOGY/TELECOMMUNICATIONS

Contact the following individuals on
questions regarding:

	<u>NAME</u>	<u>PHONE NO.</u>
Specifications:	<u>BILL ROGERS</u>	<u>614.645.0776</u>
	<u>BOB KRULL</u>	<u>614.645.5740</u>
Delivery:	<u>BILL ROGERS</u>	<u>614.645.0776</u>
Payment:	<u>ROBIN COOK</u>	<u>614.645.7247</u>

Purchasing Office

	<u>NAME</u>	<u>PHONE NO.</u>
Procurement Specialist:	<u>JACK A. YOST</u>	<u>614.645.6542</u>
Expediter:	<u>TONY LOGIUDICE</u>	<u>614.645.8315</u>

Equal Business Opportunity Commission Office

For assistance with questions regarding **Contract Compliance**, telephone **(614)645-5448**.

Contact **Kaelyn Cocroft at (614)645-5449** for assistance from an Equal Business Opportunity Specialist.

EQUAL OPPORTUNITY CLAUSE

(1) The contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practical opportunity to participate in the performance of contracts awarded by the city.

(4) The contractor shall permit access to any relevant and pertinent reports and documents by the Executive Director for the sole purpose of verifying compliance with this article, and with the regulations of the Equal Business Opportunity Commission Office. All such materials provided to the Executive Director by the contractor shall be considered confidential.

(5) The contractor will not obstruct or hinder the Executive Director or her deputies, staff, and assistants in the fulfillment of their duties and responsibilities imposed by Article I, Title 39.

(6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

(7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid contract compliance number as provided for in Article I, Title 39.

(8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Article I, Title 39, may result in the cancellation of this contract.

ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION NUMBER ISSUED BY THE EBOCO EXECUTIVE DIRECTOR.

For information regarding contract compliance or to receive an application, please contact the Equal Business Opportunity Commission Office at (614) 645-4764 or EBOCO@cmhmetro.net.

Applications are also available at the following locations:

<http://eboco.ci.columbus.oh.us/>

Bid Opportunity Fax Line (614) 645-6996 (Option 4)

INFORMATION FOR OFFERORS (RFP)

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Offerors (RFP)", shall take precedence over any provisions in "Information for Offerors (RFP)" to the extent inconsistent.

PERSONAL EXAMINATION

Offerors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions at the site of the work in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

SUBMISSION OF RESPONSE

Responses must be submitted as specified in this RFP and enclosed in a sealed envelope marked as specified in the legal notice. If the potential offeror does not wish to respond, the RFP document should be so marked and returned. Offerors are invited to be present at the opening of the responses.

All proposals and other material submitted in response to this Request for Proposal (RFP) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

ACCEPTANCE AND REJECTION

This response submitted by the offeror to the City of Columbus will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request on the required service. If more than one service, prices shall be quoted on the services requested. However, each service may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF RESPONSE PROPOSALS

Offerors may withdraw their responses at any time prior to the time specified in the advertisement as the closing time for the receipt of responses. However, no offeror shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of the proposals.

INFORMATION FOR OFFERORS (RFP)

SIGNATURE REQUIRED

The responses must be signed in ink. If the offeror is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is other than the president, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

DEFAULT PROVISION

In case of default by the offeror or the contractor, the City of Columbus may procure the articles or services from other sources and hold the offeror or contractor responsible for any excess costs occasioned or incurred thereby.

CONTRACT AND BOND

The offeror to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the contracting agent of the City, become irresponsible, then said agent shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where offerors are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of contract award, the offeror will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The offeror shall be liable for any damages or loss to the City occasioned by negligence of the offeror (or his agent) or any person the offeror has designated in the completion of his contract as a result of his response.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

The City, being a municipality, is tax exempt and will provide appropriate artifact upon request. Federal and/or State Taxes are not to be included in prices quoted. The successful offeror will be furnished an exemption certificate if needed.

PRICING

Offerors are to quote firm or fixed prices for the duration of any contract, which may be a result of the proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the cost, the **UNIT PRICE** quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.

INFORMATION FOR OFFERORS (RFP)

DELIVERY

Time will be of the essence for any orders placed as a result of this response. Purchaser reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this RFP document.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

CHANGES AND ADDENDA TO RFP DOCUMENTS

Each change or addenda issued in relation to this document will be on file in the Office of the agency requesting responses no less than five (5) working days prior to the scheduled RFP due date. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the RFP documents. Total RFP inquiry or specific item cancellations may be issued later than that time specified above.

REPUDIATION OF AGREEMENT

The liability of the City for repudiation of any agreement which might result from this request shall be limited to the difference between the market price at the time and place for tender of the service and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the city shall not be measured by the profits or overhead of seller.

CONTRACT MODIFICATION

An agreement which may result from this request shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

DELINQUENT PERSONAL PROPERTY TAX

All offerors are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if this contract is awarded to them, the successful offeror, prior to the time the contract is entered into, will submit to the City, as directed, the affidavit required by that section of the Ohio Revised Code. Said affidavit, when submitted to the City, is thereby incorporated into this Contract unless such statement has been so incorporated.

Section 5719.042 of the Ohio Revised Code: After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer, a statement affirmed under oath, that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case that statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

INFORMATION FOR OFFERORS (RFP)

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this RFP are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

INFORMATION FOR OFFERORS (RFP)

COSTS INCURRED FOR PROPOSAL SUBMISSIONS

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

WITHDRAWAL OF PROPOSALS

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

CITY IS TAX EXEMPT

The City, being a municipality, is tax exempt and will provide appropriate certification upon written request.

SAFETY REQUIREMENTS

Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

NON-COLLUSION AFFIDAVIT

Each respondent is required to submit with his proposal an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agreeing that no such money or regard will be hereafter paid. This affidavit must be on the form required, titled "Non-Collusion Affidavit."

INFORMATION FOR OFFERORS (RFP)

ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT

This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

TERMINATION FOR CONVENIENCE

The City upon thirty days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

TERMINATION FOR DEFAULT

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

APPLICABLE LAW, REMEDIES

This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

ASSIGNMENT

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

SAVE HARMLESS

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract.

INFORMATION FOR OFFERORS (RFP)

SAVE HARMLESS DISCLOSURE OF PROPRIETARY INFORMATION

The Contractor agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

PROPRIETARY INFORMATION INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

CONFIDENTIAL INFORMATION

The director of the agency requesting proposals may choose to keep RFP information in confidence during the evaluation process and until the time a contract is executed. This information may include all proposal documentation, notes, including detailed prices, references, resumes, technical and cost information, etc. Thereafter, proposals and all submissions will become public information, as the City is subject to R.C. 149.43, the Public Records Act.

CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that the City is subject to chapter R.C.149.43, the State of Ohio Public Records Law. The City agrees to keep any information confidential except as otherwise required to be disclosed by law including but not limited to the contract.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform its duties as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus. The Contractor shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

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INFORMATION FOR OFFERORS (RFP)

PROTECTION OF CITY'S CONFIDENTIAL INFORMATION

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

WITHHOLDING OF CITY INCOME TAX

Pursuant to Section 361.34 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment due or payable under the provisions of Chapter 361, Columbus City Codes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income tax assessments due under said chapters for services performed under this Contract."

WORKER'S COMPENSATION INSURANCE

The contractor shall take out and maintain, during the life of the contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

SIGNATURE AFFIDAVIT

To be completed if contractor is a corporation.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT (SEE Page 3B)

Rev. 09/25/02

PUBLIC LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract, such public liability (bodily injury and property damage) Insurance as shall protect him from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as named insured. The contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City as named insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability:

Each Person	\$ 500,000.00
Each Accident	1,000,000.00

Property Damage Liability:

Each Person	\$ 500,000.00
All Accidents	1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured notifies the City in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance hereinabove described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is caused by an act of the City or its employee which constitutes gross negligence or wanton misconduct.

1. Scope and Classification

- 1.1. Scope –In compliance with City of Columbus Title 3 Finance and Taxation Code Section 329.11, the City of Columbus (COC) Department of Technology (DoT) intends to contract with a professional consulting firm to conduct an audit of all Centrex billings and services, an analysis of hard-line telephony optimization opportunities, recommend changes in infrastructure and/or business processes, and assistance in creation and award a formal Request For Proposals (RFP) for negotiation of contract for hard-line Services. Work will be conducted partly at *Contractor (see glossary)* office location(s) but may also require substantial on-site COC visits to analyze and evaluate current infrastructure and business models.

The contractor shall complete the Audit, Infrastructure Analysis, and RFP development assistance within three (3) months of receipt of a fully executed contract. **The Contractor shall not be permitted to participate in offering a proposal for consideration of new telephony services.**

The contractor shall be paid a percentage of refunds recovered as a result of the billing audit. For consulting services (analysis and RFP assistance), the contractor shall be paid a percentage of the annual savings actually achieved through the implementation of new hard-line service contract. Actual annual savings achieved shall be determined through a formula or process to be negotiated with the contractor. Incremental payment thresholds shall also be negotiated providing increases in shared savings up to an amount not to exceed \$150,000.

This detailed specification can be located on the Internet at the following address:

<https://www.columbus.gov/Centrex/default.htm>

1.1.1. Purpose – Services are to:

- 1.1.1.1. Determine if charges made for telephone services were correct and accurate.
- 1.1.1.2. Recover any overcharges paid by COC from the present hard-line carrier.
- 1.1.1.3. Position the DoT to enhance and streamline services in the most cost effective manner possible.

1.1.2. Background

1.1.2.1. Why services are needed:

The City of Columbus contract with SBC for Centrex Services expires September 30, 2003.

1.1.2.2. Information essential to understanding the situation:

- 1.1.2.2.1. COC has approximately 7,719 telephone lines billed on approximately 300 telephone bills.
- 1.1.2.2.2. COC provides telephone service to approx. 600 service locations throughout the City
- 1.1.2.2.3. Based on a five-year average, COC annually spends approx. \$3,250,000.00 on local services from SBC including local voice and data services.
 - 2002 expenditures totaled \$3,814,560.07
 - 2003 expenditures year-to-date through November totaled \$3,706,743

1.1.3. Objectives

- 1.1.3.1. Ensure COC has not overpaid Centrex charges.
- 1.1.3.2. Recoup a substantial share of any over-payments.
- 1.1.3.3. Position infrastructure and business process for execution of a new Centrex provider contract upon expiration of the current agreement with SBC.

1.1.4. Anticipated Benefits:

- 1.1.4.1. Improve COC financial resources by reducing expenses
- 1.1.4.2. Enhance COC productivity in better use of available technology

1.1.5. Outcomes of the service:

- 1.1.5.1. Savings to be realized from audit of all hard-line telephony bills for fiscal year 2003 to include asset utilization of existing lines.
- 1.1.5.2. Benchmark rate structure and compare to Cities of similar size and structure.

- 1.1.5.3. Identify potential architecture options using newer/existing technologies to lower cost, retain service levels, and support program and assistance in writing an RFP.
- 1.1.5.4. Assist city representatives in reviewing responses to the RFP.
- 1.1.5.5. Assist in negotiations with City representatives for any and all contracts.
- 1.1.5.6. Payment to contractor separate from audit of bills will be based on performance goals to be negotiated.

1.2. Classifications

- 1.2.1. Audit all Centrex billings.
- 1.2.2. Analyze optimization opportunities and manage implementation of business processes.
- 1.2.3. Provide assistance in preparing a formal RFP for hard-line telephony services, awarding, and negotiating contract(s).

2. Applicable Publications

- 2.1. The *Offeror (see glossary)* shall define any Standards, Codes, and/or publications applicable to classification 1.2.1.
- 2.2. The Offeror shall define any Standards, Codes, and/or publications applicable to classification 1.2.2.

3. Requirements

3.1. Related to 1.2.1 Audit all Centrex billings

- 3.1.1. The audit of Centrex expenditures should be completed within three (3) months after execution of the contract.
- 3.1.2. The contractor will have up to one (1) year following completion of the audit to secure reimbursement from current carrier for any over billings discovered.
- 3.1.3. The contractor will be responsible for determining if over billing occurred resulting in overcharges to COC.
- 3.1.4. The contractor will assume all responsibility for working with the appropriate carrier to secure a refund for COC for these over billings.
- 3.1.5. Describe in detail the methodology which will be used to conduct the audit.
- 3.1.6. Describe the process for conducting the audit.
- 3.1.7. Describe the process for seeking and obtaining refunds from telephone contractors.
- 3.1.8. Describe the type of work that will be done on-site at COC and that which will be performed off-site.
- 3.1.9. Describe any assistance that must be provided by COC.
- 3.1.10. Describe the process for reporting results to COC.
- 3.1.11. Provide a description of your Company and its history in performing the services outlined above. Include the following information:
 - 3.1.11.1. date of incorporation,
 - 3.1.11.2. ownership information,
 - 3.1.11.3. number of years performing telecommunications audits,
 - 3.1.11.4. description of key staff members who would be servicing the COC account.
- 3.1.12. Provide a brief description of three audits performed within the past three years for organizations of similar size to COC including:
 - 3.1.12.1. Describe the nature of the audit,
 - 3.1.12.2. Describe the type and amount of refunds realized for the customers,
 - 3.1.12.3. Provide contact names, e-mail addresses, street addresses, phone numbers, and fax numbers of up to four (4) references.

- 3.2. Related to 1.2.2 Analyze optimization opportunities and manage implementation of business processes
 - 3.2.1. Describe in detail the methodology which will be used to conduct the analysis.
 - 3.2.2. Describe the process for conducting the analysis.
 - 3.2.3. Describe the type of work that will be done on-site at COC and that which will be performed off-site.
 - 3.2.4. Describe any assistance that must be provided by COC.
 - 3.2.5. Describe the process for reporting results to COC.
 - 3.2.6. Provide a description of your Company and its history in performing similar analysis. Include the following information:
 - 3.2.6.1. number of years performing telecommunications analysis,
 - 3.2.6.2. description of key staff members who would be servicing the COC analysis.
 - 3.2.7. Provide a brief description of three analyses performed within the past three years for organizations of similar size to COC including:
 - 3.2.7.1. Describe the nature of the analysis,
 - 3.2.7.2. Describe the benefits obtained and outcomes resulting from the analysis,
 - 3.2.7.3. Provide contact names, e-mail addresses, street addresses, phone numbers, and fax numbers of up to four (4) references.
- 3.3. Related to 1.2.3 Provide assistance in preparing a formal RFP for hard-line telephony services, awarding, and negotiating contract(s).
 - 3.3.1. Describe in detail the methodology which will be used
 - 3.3.2. Provide a description of your Company and its history in performing similar proposal preparation. Include the following information:
 - 3.3.2.1. number of years performing similar work,
 - 3.3.2.2. description of key staff members who would be helping draft the COC RFP.
 - 3.3.3. Provide a brief description of up to three RFP's within the past three years for organizations of similar size to COC including:
 - 3.3.3.1. Describe the nature of the RFP,
 - 3.3.3.2. Describe the benefits obtained and outcomes resulting from the proposal process,
 - 3.3.3.3. Provide contact names, e-mail addresses, street addresses, phone numbers, and fax numbers of up to four (4) references.

4. Sampling, Inspection, and Test Procedures

4.1. General Inspection Procedures:

- 4.1.1. The City's representative will continually monitor the progress of the project and observe project work, providing verbal and written feedback on any quality, technical, or other concerns.
- 4.1.2. Periodic and special review meetings shall be held as required to track project progress, confirm compliance with requirements, and discuss any problems, opportunities, or other issues relevant to the project.
- 4.1.3. Work will be judged by responsiveness to the project requirements and by responsiveness and cooperation in resolving any problems addressed by the City representative.
- 4.1.4. The City representative will acknowledge by written acceptance or rejection upon completion of each task, deliverable, and/or milestone.
- 4.1.5. Any rejection by the City representative will be accompanied by a written explanation of uncompleted requirements.
- 4.1.6. Written acceptance that all requirements have been met is required prior to the contractor moving on to the next milestone or phase.

4.2. Conflict Resolution:

- 4.2.1. In the event of an ongoing conflict between the DoT and the Contractor, the aggrieved party (complainant) will provide a written explanation to the other party (respondent), describing in detail, the

nature of the unresolved problem(s) and the proposed corrective action(s) it perceives as being necessary to resolve the conflict.

- 4.2.2. The respondent will investigate and evaluate the problem(s) and respond to the aggrieved party in writing explaining the findings.
- 4.2.3. If said complaint is found by the respondent to be invalid, the respondent will provide a detailed explanation to justify its findings.
- 4.2.4. If said complaint is found by the respondent to be valid, the respondent will provide a detailed explanation of the steps that will be taken to correct the problem(s) and will include a timetable for the proposed resolution.
- 4.2.5. If the complainant finds the written response from the respondent to be unacceptable and is unable to resolve the conflict through discussion(s) between the parties, the complainant will provide a copy of all written documentation to the City of Columbus Purchasing Office. A representative of the Purchasing Office will assume the role of an initial mediator between the parties.
- 4.2.6. Said Purchasing Office representative will evaluate the complaint and consult with representatives of both parties in an attempt to resolve the conflict prior to either party consulting legal counsel or attempting to terminate the contract for cause.

5. Packaging and Delivery - Not Applicable

6. Notes

6.1. Glossary of Terminology

- 6.1.1. Contractor - Any individual or business entity which has a contract with the COC DoT resulting from this Request for Proposal process.
- 6.1.2. Deliverable – A pre-defined, tangible item or intangible benefit, outcome, or result prepared or accomplished by the contractor to hand over and leave for the City.
- 6.1.3. Milestone – Pre-scheduled point(s) in the project work plan at which the contractor may temporarily stop project progress to obtain written City approval of work accomplished and qualify for receiving an attached payment obligation.
- 6.1.4. Offeror - Any individual or business entity which has provided a written response to this Solicitation.
- 6.1.5. RFP – Request for Proposal; the term may be used not only in the context of the City's original RFP document, but also in the context of the Offeror's written proposal response.

6.2. Instructions For Organization Of Proposal Response - Failure to follow the response format/content guidelines may be grounds for elimination.

- 6.2.1. The Response must consist of one (1) original and, seven (7), copies.
 - 6.2.1.1. The Original shall be clipped, not bound.
 - 6.2.1.2. The copies shall be plastic or wire, coil or comb bound nominal 8½" X 11" submittals. (Do not use ring-binders.) Larger sheet sizes can be included, but must be folded to fit an 8 ½" X 11" submittal size.
- 6.2.2. Include a dated cover letter on the Offeror's letterhead must accompany each proposal and include but not be limited to the following information:
 - 6.2.2.1. Identification of all material enclosures submitted in response to the RFP.
 - 6.2.2.2. A statement guaranteeing proposal is valid for at least 180 calendar days following the date proposals are opened.
 - 6.2.2.3. The name, e-mail address, street address, and telephone number of the individuals to which inquiries relating to this RFP should be directed.
 - 6.2.2.4. The signature of a person authorized to legally bind the Offeror to the extent of a potential contract agreement with the City.
- 6.2.3. Include the name, e-mail address, street address, telephone number, and fax number of no more than four (4) Professional Reference(s) involving projects of a similar scope, complexity, and cost.

- 6.2.4. Include a project schedule with proposal response. Schedule shall begin when a notice to proceed and purchase order are issued.
- 6.2.5. Include a list of any and all sub contractors that will be used on this project and describe their role.
- 6.2.6. The content and sequence of the RFP must be as follows:

<u>SECTION</u>	<u>TITLE</u>
1.	Transmittal Letter
2.	Table of Contents
3.	Complete un-revised, original copy of the RFP
4.	Offer to the City
a.	RFP response
b.	Forms required by Equal Business Opportunity Commission Office (EBOCO) in not already registered.
c.	Personal Property Tax Affidavit
d.	Non-Collusion Affidavit
e.	Signature Affidavit
5.	Proof of Current Insurance coverage
6.	Applicable Licenses, if any
7.	Reference Verifications as described in Paragraph 6.2.3.
8.	All Sections must be tabbed and defined in the table of contents.

6.3. Proposal Submissions

- 6.3.1. The package must be submitted no later than the date and time specified on the RFP cover-page.
- 6.3.2. Submit Response to the location specified on the RFP cover-page.
- 6.3.3. All proposal materials (except financials per paragraph 6.3.1) must be submitted in one (1) sealed package, clearly indicating the name of the Offeror organization on its outside.
- 6.3.4. Failure to submit the minimum number copies by the required time and date may result in disqualification or reduced score at City's sole discretion.
- 6.3.5. The City is not responsible for any late mail or special service deliveries.
- 6.3.6. Until the submission deadline, errors in offers may be corrected by a request in writing to withdraw the offer and/or by submission of another set of offers with the mistake corrected.
- 6.3.7. Corrections will not be accepted once the deadline for submission has passed.

6.4. Pre-bid Conference

- 6.4.1. The Conference is being held at the date and time listed on the bid cover page.
- 6.4.2. Location is:
Columbus Health Department Building
240 Parsons Avenue
2nd Floor Auditorium
Columbus Ohio 43215

6.5. A Contractor shall be selected for this project based on the Criteria and Measures documented on the tables below.

- 6.5.1. Within its proposal, the Offeror shall specifically provide the information necessary to assist the city in conducting its evaluation based on each associated measure.
- 6.6. If selected as a finalist the Offeror shall provide with the proposal in separate sealed envelope, **one set of outside-audited financial reports for the most recent two years**, or provide some other proof of the Offeror's fiscal solvency. If solvency is not demonstrated to the City's complete satisfaction the City may at its option require a performance bond for up to 100% of the proposed contract value.

<p>1. <u>Competence</u> - the competence of the offeror to perform the required services as indicated by the technical training, education, and experience of the offeror's personnel who would be assigned to perform the work.</p> <p>Relevant degrees and certificates of any personnel to be assigned by the offeror to this project.</p> <p>Work experience of any personnel to be assigned by the offeror to this project, in coordinating similar projects</p> <p>Individual personnel's experience in any specific, quantifiable skill areas necessary to successfully complete any deliverables defined in the RFP.</p> <p>Specific professional qualifications of the firm demonstrating the firm's ability to provide backup and support for the personnel selected to perform the specified job responsibilities</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>X</p> <p>X</p> <p>X</p> <p>X</p>	<p>25%</p> <p>1</p> <p>1.5</p> <p>1.5</p> <p>2</p>	<p>=</p> <p>=</p> <p>=</p> <p>=</p>	<p>Section Score</p> <p>_____</p>
<p>2. <u>Quality and Feasibility</u> – the quality and feasibility of the offeror's proposal.</p> <p>The degree to which the proposal accomplishes the purpose, objectives, and requirements of the City's needs as defined in this RFP.</p> <p>The degree to which the proposed model has been demonstrated through proven performance, that it will be able to enhance City operations by:</p> <p>(1) Increasing operational efficiency, speed, personal and corporate productivity of a broad range of City agencies</p> <p>(2) Improving service to citizens, contractors, and other City customers and business partners</p> <p>Practicality of the proposed methodology, technical approach, as demonstrated by a high degree of reliability and/or accuracy in successful completion of project work. (Their past projects, as described in written responses and/or their oral presentation)</p> <p>Realistic possibility of successfully using proposed methods as demonstrated by other projects of similar size, scope, and complexity.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p>	<p>25%</p> <p>2</p> <p>0.5</p> <p>0.5</p> <p>1</p> <p>1</p>	<p>=</p> <p>=</p> <p>=</p> <p>=</p> <p>=</p>	
<p>3. <u>Ability</u> - ability of the offeror to perform the required services competently and expeditiously as indicated by the offeror's workload and the availability of necessary personnel, equipment, and facilities.</p> <p>Contractor's current workload & impact it has on ability to service the City.</p> <p>Number and type of similar projects your firm is currently involved with and a description of the current status of these arrangements.</p> <p>Individual and corporate ability to adopt and adapt to evolving and emerging technology.</p> <p>Ability to staff this project with continuity.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>X</p> <p>X</p> <p>X</p> <p>X</p>	<p>25%</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p>	<p>=</p> <p>=</p> <p>=</p> <p>=</p>	<p>Section Score</p> <p>_____</p>

4. <u>Past Performance</u> - past performance of the offeror as reflected by the evaluations of the Information Services Division, other City agencies and other previous clients of the offeror with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines.			25%		Section Score _____
Provided contact name, address, phone number and fax number for each reference. _____		X	2	=	
Overall rating of past reference with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines, maintaining costs, ability to adapt to technology, overall project success, etc. _____		X	1.5	=	
Overall similarity and applicability of work performed for references. _____		X	1.5	=	
			Total Score	=	_____
Financial solvency (Financial Reports for the most recent two fiscal years). This Section For Financial Analyst Use With Finalist Offerors Only. <i>Failure To Demonstrate Financial Solvency As Determined By The Financial Analyst Will Result In Rejection Of The Offeror's Entire Proposal.</i>					Circle one Pass or Fail

Company Name or Respondents Name:

Business Address of Respondent:

The full name and residence of all persons and parties interested in the foregoing bid are: (If a corporation, give the name and address of the president and secretary; if firm or partnership, the names and address of the members or partners.)

Name

Address

Authorized Signature X _____
(SIGNATURE MUST IN WRITING IN OTHER THAN BLACK INK)

Title: X _____
(TITLE MUST BE GIVEN)

Signature Affidavit

(To be filled in and executed if the contractor is a corporation.)

County of _____

State of _____

_____, being duly sworn, deposes and says that he/she is
(Name of Affiant)*

Secretary of _____

A corporation organized and existing under and by virtue of the laws of the

State of _____ and having its principle office at

(Number and Street) (City/State) (Zip Code)

Affiant further says that he/she is familiar with the records, minute books and

by-laws of _____ affiant further says

That _____ is _____
(Name of person signing proposal/contract) (Title)

Of the corporation, is duly authorized to sign the contract for _____

_____, for said corporation by virtue of

**(State whether a provision of by-laws or a resolution of the Board of Directors.
If by resolution, give date of adoption.)**

Signature of Affiant*

Sworn to before me this _____ day of _____, 20____.

Notary Public in and for

(County)

(State)

*Affiant must be someone other than the signer of proposal/contract.

1. Non-Collusion Affidavit

(This affidavit must be executed for the proposal to be considered)

State of _____)
County _____)ss

_____, being first duly sworn deposes and says that the is, _____, (sole owner, a partner, president, secretary, etc.) of the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same Contract; that said has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder or to secure any advantage against the City of Columbus, Ohio or any person or persons interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof or divulged information or data relative thereto to any association or to any member or agent thereof.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary public in and for

(Seal)

(county)

(state)

My commission expires: